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June 14, 2022

VIA ECF

The Honorable Brian M. Cogan, U.S.D.J.
U.S. District Court, Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

Re: *Winfrey v. Lashay's Construction & Development Co. et al*
Case No.: 22-cv-2506

Dear Honorable Judge Cogan:

This law firm represents the Defendants, Lashay's Construction & Development Co. ("Lashay's") and Andrew Simmons in the above-referenced matter.

Pursuant to the directives contained in Your Honor's June 9, 2022 Order [Dckt. No. 11], the Defendants submit the following supplemental statements in advance of the Initial Case Conference scheduled for June 16, 2022.

Plaintiff alleges that he should be paid at least \$73.21 per hour during his employment with Lashay's pursuant to the prevailing wage rate in New York for the job classification he performed. He claims he was underpaid and did not receive an overtime premium of one and one-half times for his overtime work.

Plaintiff was employed as a hoist operator at Coney Island Project from April 1, 2021 to July 1, 2021. Plaintiff was fully compensated and paid with the rate of \$93.73 per hour. This rate falls within the prevailing wage rate for his position between April and July 2021 according to the construction worker wage schedule from the Office of the Comptroller in the City of New York. In addition, Plaintiff was paid one and one-half times his pay rate at \$140.59 per hour for a total of 75 hours for overtime work between April 1, 2021 and July 1, 2021.

From July 2021, Plaintiff changed his employment with Lashay's and began working as a security guard at the jobsite. Mr. Winfrey was paid \$39.91 per hour for his regular work as a security guard in the year of 2021 and at rate of \$40.25 per hour from the beginning of 2022. Mr. Winfrey was also compensated for all his overtime work at a rate of one and one-half times his pay rate as a security guard during that time period.

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Furthermore, Plaintiff was provided with his wage notice and statement in compliance with NYLL §§ 195. Therefore, Defendants are not in violation of the FLSA and/or NYLL.

As stated in the joint letter statement submitted by the parties, Defendants believe there are no funds due the Plaintiff because he was paid on full for all work performed including overtime work.

Respectfully submitted,

ZISHOLTZ & ZISHOLTZ, LLP

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